



**STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
PROCUREMENT GROUP**



ELECTRONIC REQUEST FOR QUOTES

ADOT SOLICITATION REFERENCE NUMBER: **T07-58-00008**

Commodity Code: **0962-0069**

Description: **Temporary Personnel – Welders and Auto Body Painters**

DUE DATE: **December 12, 2006**

at 5:00 P.M. MST

DATE POSTED: **November 29, 2006**

Submittal Location:

Arizona Department of Transportation

Procurement Group

1739 West Jackson Street, Suite A MD100P

Phoenix, Arizona 85007

REPLY TO: FAX: (602) 712-8647

Responsible Contract Officer: **Mary Rogers**

Phone: **(602) 712-8500**

TOTAL AGGREGATE AMOUNT FOR THIS CONTRACT WILL NOT EXCEED \$50,000.00.

PROCUREMENTS LESS THAN \$50,000.00 ARE RESTRICTED TO SMALL BUSINESSES. A SMALL BUSINESS IS ONE THAT, INCLUDING ITS AFFILIATES, IS INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE TYPE OF BUSINESS IT CONDUCTS, AND WHICH EMPLOYS FEWER THAN 100 FULL TIME EMPLOYEES OR WHICH HAS GROSS RECEIPTS OF LESS THAN \$4 MILLION IN ITS LAST FISCAL YEAR.

"An Equal Employment Opportunity Agency"

The Arizona Department of Transportation is committed to the principles of Equal Employment Opportunity. To ensure dissemination of the Equal Opportunity program throughout all levels of the department, the ADOT Civil Rights Deputy Administrator serves as the Equal Opportunity Administrator for the Arizona Department of Transportation.

TABLE OF CONTENTS

PAGE

Title Page	1
Section 1.0, Scope of Work	1
Section 2.0, Uniform Terms and Conditions	2
Section 3.0, Special Terms and Conditions	3
Section 4.0, Uniform Instructions to Offerors	6
Section 5.0, Special Offer Submittal Instructions	6
Attachment 1 - Offer and Contract Award	7
Attachment 2 - Price Sheet	8
Attachment 3 - References	9
Attachment 4 - State of Arizona Substitute W-9	10

1.0

SCOPE OF WORK

The Arizona Department of Transportation (ADOT), Equipment Services (hereinafter referred to as Department) has a need for a firm (hereinafter referred to as Contractor) to provide temporary personnel

on an as-needed basis. The Department currently has need of one auto body painter and one welder for its main fleet maintenance center located at 2225 South 22nd. Avenue, Phoenix, Arizona.

1.2 The Contractor shall provide qualified personnel as required by the Department. All personnel assigned shall have:

- 1.2.1 A current, valid Arizona drivers license;
- 1.2.2 Safety steel-toed shoes.
- 1.2.3 Tools.

1.3 Qualifications

1.3.1 **Auto Body Painter** - Minimum of three – five years of experience in Surface Preparation, Spray Gun Operation and related equipment, Paint Mixing, Matching and Applying, use of safety equipment and procedures.

1.3.2 **Welder** - Minimum of five (5) years experience. Ability to read blueprints, drawings, sketches and/or understand verbal instruction of work required; use of Metal Inert Gas (MIG) and Tungsten Inert Gas (TIG) welding process; fabricating; modifying equipment; knowledge of materials and use of safety equipment and procedures.

1.4 Contractor Responsibilities

1.4.1 Contractor shall provide resumes with the hourly rates within **40 normal working hours (five (5) working days)** after receipt of request. The Contractor shall state at the time of request when personnel will be made available to the Department.

1.4.2 The Contractor shall be responsible for all accounting and payroll functions in connection with its services. The Contractor must maintain complete and accurate accounting records to substantiate all charges, and must provide each of its employees with time cards.

1.4.3 Contractor shall provide employees with weekly time tickets and/or time cards. Such time records shall be maintained by each employee on a daily basis, and, at the end of each week, the hours of work of each employee shall be approved by the Department's Supervisor and transmitted to Contractor. These time cards shall serve as the basis for the Contractor's billing to the Department and shall be submitted no more frequently than bi-weekly.

1.4.4 Contractor's employee shall not begin work until Contractor receives a purchase order from the Department.

1.5 Department Responsibilities

1.5.1 ADOT may interview all prospective personnel and to accept or reject any or all, based upon skills required and the background and experience of each individual.

1.5.2 Provide general directives as necessary. Be responsible for decisions pertaining to work under this Contract.

2.0 UNIFORM TERMS AND CONDITIONS

Incorporated by reference. To obtain a copy of the Uniform Terms and Conditions in full text, you can log on to <http://www.azeps.az.gov/PoliciesDocuments/index.htm> or contact Mary Rogers at (602) 712-8500.

3.0 **SPECIAL TERMS AND CONDITIONS**

3.1 **Term**

3.1.1 The Contract term shall commence upon Contract execution and shall continue for one year or \$49,999.00, whichever comes first unless terminated, cancelled or extended.

3.1.2 In addition, by mutual written agreement, the Contract may be extended for supplemental periods up to a maximum of twenty-four months subject to the budget limitation of \$49,999.00.

3.2 **Indemnification Clause**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

3.3 **Insurance Requirements**

3.3.1 The Contractor shall furnish certificate(s) of insurance to ADOT Procurement, 1739 West Jackson Street, Suite A, MD 100P, Phoenix, Arizona 85007-3276, within five (5) calendar days after notification of tentative award prior to contract execution.

3.3.2 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

3.3.3 The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

3.4 **Minimum Scope and Limits of Insurance**

3.4.1 Contractor shall provide coverage with limits of liability not less than those stated below:

3.4.1.1 **Commercial General Liability – Occurrence Form**

- 3.4.1.1.1 Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
- | | | |
|-------------|--|-------------|
| 3.4.1.1.1.1 | General Aggregate | \$1,000,000 |
| 3.4.1.1.1.2 | Products – Completed Operations Aggregate | \$ 500,000 |
| 3.4.1.1.1.3 | Personal and Advertising Injury | \$ 500,000 |
| 3.4.1.1.1.4 | Blanket Contractual Liability – Written and Oral | \$ 500,000 |
| 3.4.1.1.1.5 | Fire Legal Liability | \$ 25,000 |
| 3.4.1.1.1.6 | Each Occurrence | \$ 500,000 |
- 3.4.1.1.2 The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.**
- 3.4.1.1.3 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 3.4.1.2 **Worker's Compensation and Employers' Liability**
- | | | |
|-------------|-------------------------|------------|
| 3.4.1.2.1 | Workers' Compensation | Statutory |
| 3.4.1.2.2 | Employers' Liability | |
| 3.4.1.2.2.1 | Each Accident | \$ 100,000 |
| 3.4.1.2.2.2 | Disease – Each Employee | \$ 100,000 |
| 3.4.1.2.2.3 | Disease – Policy Limit | \$ 100,000 |
- 3.4.1.2.3 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 3.4.1.2.4 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

3.5 **Invoicing Requirements**

The Contractor shall submit an itemized invoice bi-weekly or monthly to the “Bill To” address on the purchase order. The invoice shall include at minimum: purchase order number, contract number, invoice number, date, employee’s name, number of hours worked together with a copy of the time sheet(s), contract rate and applicable discounts.

3.6 **Price Reduction**

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

3.7 **Price Adjustment**

The ADOT will review **fully documented** requests for price increase after any contract has been in effect for twelve (12) months. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. Any price adjustment will be effective upon the effective date of the contract extension.

3.8 Key Personnel

It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the ADOT.

3.10 Removal of Contractor's Employees

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The Department may require that the Contractor remove specific employees from performing under this Contract for cause.

3.11 Cancellation For Possession of Weapons on ADOT Property

3.11.1 This Contract may be cancelled if Contractor or any subcontractor or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

3.11.2 Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property pursuant to ADOT Policy, PER 6.04, "Weapons in the Workplace." Such property includes ADOT owned or leased office building, yards, parking lots, construction sites or state owned vehicles.

3.11.3 Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

3.12 Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

3.13 Federal Immigration and Nationality Act

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.14 Notices/Correspondence Requirements

3.14.1 All correspondence/notices for this contract shall be delivered in person or sent by mail addressed as follows:

3.14.1.1 Arizona Department of Transportation
Procurement Group
1739 W. Jackson St., Ste. A, MD100P
Phoenix, Arizona 85007-3276

4.0 UNIFORM INSTRUCTIONS TO OFFERORS

Incorporated by reference. To obtain a copy of the Uniform Instructions to Offerors in full text, you can log on to <http://www.azeps.az.gov/PoliciesDocuments/index.htm> or contact Mary Rogers at (602) 712-8500 or via email at mrogers@azdot.gov.

5.0 SPECIAL OFFER SUBMITTAL INSTRUCTIONS

5.1 Complete and return all required information to the location indicated on the solicitation, page one (1) by the time indicated. Responses may be faxed to: (602) 712-8647, Attention: Mary Rogers. Responses must be in writing and signed.

5.2 Required Information

5.2.1 The following shall be completed and submitted concurrent with and as part of the Offer:

Attachment 1 - Offer and Contract Award
Attachment 2 - Price Schedule
Attachment 3 - Offeror's References
Attachment 4 – State of Arizona Substitute W-9

5.2.2 Provide two (2) resumes for each personnel classification as evidence of the availability of staff. Names on resumes are not required.

5.3.3 Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

5.3.4 Federal Immigration and Nationality Act

By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.

ATTACHMENT 1

OFFER AND CONTRACT AWARD



ARIZONA DEPARTMENT OF TRANSPORTATION
Procurement Group
1739 West Jackson Street, Ste. A, MD100P
Phoenix, Arizona 85007-3276
Phone: (602) 712-7211



SOLICITATION NO. T07-58-00008

Submit this form with an original signature to the State.

OFFER

TO THE STATE OF ARIZONA:

The bidder hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Federal Employer Identification
No.: _____

For clarification of this offer, contact:

Printed Name

Offeror's (Company) Name

Email Address

Address

Company Email Address

City

State

Zip

Signature of Person Authorized to Sign Offer

Phone

Printed Name

Date

Facsimile

Title

SMALL BUSINESS CERTIFICATION

As a person authorized to represent this offeror, by signing below I certify that the bidding organization is qualified as a small business. A small business means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field, and which employs fewer than one hundred full-time employees or which had gross annual receipts of less than four million dollars in its last fiscal year (A.R.S. §41-1001). Procurements estimated to cost less than fifty thousand dollars (\$50,000.00) shall be restricted to small businesses in accordance with A.R.S. 41-2535.

Signature of Person Authorized to Certify Status as Small Business

ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your bid is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted by the state.

This contract shall henceforth be referred to as Contract No. _____.

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order.

State of Arizona

Awarded this _____ day of _____ 200____

Mary Rogers

As Procurement Officer and not personally.

ATTACHMENT 2- PRICE SCHEDULE

Item	Description of Service	Quantity	Unit	Bill Rate
1	Auto Body Painter Straight Time Rate per Hour	1	Hr.	\$ _____
2	Auto Body Painter – Overtime Rate per Hours	1	Hr.	\$ _____
3	Welder – Straight Time Rate per Hour	1	Hr.	\$ _____
4	Welder - Overtime Rate per Hour	1	Hr.	\$ _____

A prompt payment discount of _____% for _____ days shall be applied to the price schedule rate.

A discount of _____% shall be applied to the Price Schedule rate when the total dollars expended under the contract exceeds \$_____.

A discount of _____% shall be applied to the Price Schedule Rate for an individual assignment when the assignment exceeds _____ days.

ATTACHMENT 3 - REFERENCES

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES.

1.	Company/Organization	_____
	A. Address	_____ _____
	B. Point of Contact/Phone #	_____
	C. Description of Services and When Provided	_____ _____ _____
2.	Company/Organization	_____
	A. Address	_____ _____
	B. Point of Contact/Phone #	_____
	C. Description of Services and When Provided	_____ _____ _____
3.	Company/Organization	_____
	A. Address	_____ _____
	B. Point of Contact/Phone #	_____
	C. Description of Services and When Provided	_____ _____ _____

DO NOT SEND TO IRS

Vendor MUST Print
or Type Information**ATTACHMENT 4
STATE OF ARIZONA**

SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM

DO NOT SEND TO IRS

Vendor MUST Print
Or Type Information

• Taxpayer Identification Number (TIN)

• TIN
Type☐ Employer Identification Number (EIN)
☐ Social Security Number (SSN)• State of Arizona HRIS EIN
State of Arizona Employees ONLY

• Legal Name Must match TIN above

• Entity Type Select one of the following

- ☐ Corporation (NOT providing health care, medical or legal services) (5A)
☐ Corporation (providing health care, medical or legal services) (5M)
☐ Partnership, LLP (5T)
☐ PLLC, LLC (5C)
☐ Individual/Sole Proprietor (6I)
☐ The US or any of its political subdivisions or instrumentalities (2G)
☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
☐ Tax-exempt organization under IRC §501 (5C)
☐ An international organization or any of its agencies or instrumentalities (5U)
☐ State of Arizona employee (1E)
☐ Other Non-Tax-Exempt Entity (5P)

• Minority Business Indicator Select one of the following

- ☐ Small Business (01)
☐ Small Business – African American (23)
☐ Small Business – Asian (24)
☐ Small Business – Hispanic (25)
☐ Small Business – Native American (27)
☐ Small Business – Other Minority (05)
☐ Small, Woman Owned Business (06)
☐ Small, Woman Owned Business - African American (29)
☐ Small, Woman Owned Business – Asian (30)
☐ Small, Woman Owned Business – Hispanic (31)
☐ Small, Woman Owned Business – Native American (33)
☐ Small, Woman Owned Business – Other Minority (11)
☐ Woman Owned Business (03)
☐ Woman Owned Business – African American (17)
☐ Woman Owned Business – Asian (18)
☐ Woman Owned Business – Hispanic (19)
☐ Woman Owned Business – Native American (21)
☐ Woman Owned Business – Other Minority (08)
☐ Minority Owned Business – African American (17)
☐ Minority Owned Business – Asian (32)
☐ Minority Owned Business – Hispanic (74)
☐ Minority Owned Business – Native American (15)
☐ Minority Owned Business – Other Minority (02)
☐ Non-Profit, IRC §501© (88)
☐ Non-Small, Non-Minority or Non-Woman Owned Business (00)

• Main Address

Where tax information and general correspondence is to be mailed

DBA\Branch\Location

Address

Address continued

City

State

Zip code

• Remit to Address

☐ Same as Main

DBA\Branch\Location

Address

Address continued

City

State

Zip code

Contact Information

Name

Phone #

EXT

Fax

email

• Certification

Under Penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
- I am a U.S. person (including U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup.

Signature

Title

Current Date

STATE OF ARIZONA **AGENCY** USE ONLY

VENDOR: DO NOT WRITE BELOW THIS LINE

AGY

Agency Authorization

Phone

Date

☐ IRS TIN Matching☐ Corporation Commission☐ HRIS☐ Other☐ Other

Vendor Number

MC

Processed by

Date Processed

GAO-W-9 Revised 03/15/05